

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

**In re:**

**PHILIP BROCKMAN HAGER,  
  
DEBTOR.**

**CHAPTER 7  
  
CASE NO. 25-32367-KLP**

**VW CREDIT, INC.,  
  
MOVANT,**

**vs.**

**PHILIP BROCKMAN HAGER  
and JENNIFER J. WEST, TRUSTEE,  
  
RESPONDENTS.**

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**NOTICE**

**YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE IN THIS BANKRUPTCY CASE. (IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.)**

**TO: PHILIP BROCKMAN HAGER, DEBTOR  
JENNIFER J. WEST, TRUSTEE**

**IF YOU DO NOT WISH THE COURT TO GRANT THE RELIEF SOUGHT IN THE MOTION, OR IF YOU WANT THE COURT TO CONSIDER YOUR VIEWS ON THE MOTION, THEN WITHIN FOURTEEN (14) DAYS FROM THE DATE OF SERVICE OF THIS MOTION, YOU MUST FILE A WRITTEN RESPONSE EXPLAINING YOUR POSITION WITH THE COURT AND SERVE A COPY ON THE MOVANT. UNLESS A WRITTEN RESPONSE IS FILED AND SERVED WITHIN THIS FOURTEEN (14) DAY PERIOD, THE COURT MAY DEEM OPPOSITION WAIVED, TREAT THE MOTION AS CONCEDED, AND ISSUE AN ORDER GRANTING THE REQUESTED RELIEF WITHOUT FURTHER NOTICE OR HEARING.**

**IF YOU MAIL YOUR RESPONSE TO THE COURT FOR FILING, YOU MUST MAIL IT EARLY ENOUGH SO THE COURT WILL RECEIVE IT ON OR BEFORE THE EXPIRATION OF THE FOURTEEN (14) DAY PERIOD.**

**THE PRELIMINARY HEARING IS SCHEDULED TO BE HELD ON DECEMBER 17, 2025  
AT 9:30 AM AT THE U.S. BANKRUPTCY COURT, JUDGE PHILLIPS' COURTROOM,  
701 EAST BROAD STREET, RM. 5100, RICHMOND, VA.**

VW Credit, Inc. ("Movant") hereby moves this Court, pursuant to 11 U.S.C. §362, for relief from the automatic stay with respect to a **2021 Volkswagen Jetta VIN 3VWC57BUXMM079250** (the "Property"), for all purposes allowed by the Retail Installment Sale Contract and applicable law. In further support of this Motion, Movant respectfully states:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §157 and §1334 and 11 U.S.C. §362(d), and this matter is a core proceeding.

2. A petition under Chapter 13 of the United States Bankruptcy Code was filed with respect to the Debtor on June 16, 2025. An order converting the case to a case under Chapter 7 was entered on September 30, 2025.

3. Upon information and belief, the Movant has a validly perfected security interest in a **2021 Volkswagen Jetta VIN 3VWC57BUXMM079250**, pursuant to a valid Retail Installment Sale Contract dated October 12, 2021. A copy of the Retail Installment Sale Contract and a copy of the evidence of Title establishing Movant's security interest are attached hereto as Exhibit A.

4. The Debtor's statement of intention indicates the Property is to be surrendered.

5. As of November 4, 2025, the unpaid principal and interest balance due is \$12,473.77 and the approximate outstanding amount of the Obligations less any partial payments or suspense balance is \$12,519.45.

6. The following chart sets forth the number and amount of payments due pursuant to the terms of the Retail Installment Sale Contract as of November 4, 2025:

Number of Payments	From	To	Monthly Payment Amount	Total Payments
11	12/26/2024	10/26/2025	\$456.81	\$5,024.91
Less partial payments:				(\$0.00)
				Total: \$5,024.91

7. As of November 4, 2025, the total arrearage/delinquency is \$5,070.59, consisting of (i) the foregoing total of payments in the amount of \$5,024.91, plus (ii) the following fees:

<u>Fee Description</u>	<u>Amount</u>
Late Charges	\$45.68

8. The estimated Clean Retail value of the Property is \$15,550.00. The basis for such valuation is: J.D. Power, a copy of which is attached hereto as Exhibit B.

9. Cause exists for relief from the automatic stay for the following reasons:
  - i. Movant's interest in the Property is not adequately protected.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by applicable law and the Retail Installment Sale Contract to enforce its remedies to obtain possession of the Property and any and all other collateral pledged under the Retail Installment Sale Contract.
2. That the 14-day stay described by Bankruptcy Rule 4001(a)(4) be waived.
3. For such other relief as the Court deems proper.

Dated: November 6, 2025

VW CREDIT, INC.

By: /s/ Kim R. Gershen  
**Eric D. White**, Esquire, Bar No. 21346  
**D. Carol Sasser**, Esquire, Bar No. 28422  
**Kim R. Gershen**, Esquire, Bar No. 41467  
448 Viking Drive, Suite 350  
Virginia Beach, VA 23452  
**Daniel J. Pesachowitz**, Esquire, Bar No. 74295  
6100 Executive Blvd., Suite 400  
Rockville, MD 20852  
Samuel I. White, P.C.  
Tel: (757) 490-9284  
Fax: (757) 490-8143  
kgershen@siwpc.com

#### CERTIFICATE OF SERVICE

I certify that on November 6, 2025, the foregoing Motion was served via CM/ECF on Jennifer J. West, Trustee, and James H. Wilson, Jr., Counsel for Debtor, at the email addresses registered with the Court, and that a true copy was mailed via first class mail, postage prepaid, to Philip Brockman Hager, Debtor, 583 Hazel Place, Unit A, Henrico, VA 23233-7546.

/s/ Kim R. Gershen  
Kim R Gershen, Esquire  
Samuel I. White, P.C.

**RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)**

Buyer Name and Address (Including County and Zip Code) <b>PHILIP BROCKMAN HAGER</b> <b>4700 KIPPER DR</b> <b>MOSELEY, VA 23120</b> <b>COUNTY: CHESTERFIELD</b>	Co-Buyer Name and Address (Including County and Zip Code) <p style="text-align: center;"><b>N/A</b></p>	Seller-Creditor (Name and Address) <p style="text-align: center;"><b>D/B/A: BROWN'S VOLKSWAGEN</b>  <b>10501 MIDLOTHIAN TPKE</b>  <b>RICHMOND, VA 23235-4409</b></p>
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/ Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
<b>NEW</b>	<b>2021</b>	<b>VOLKSWAGEN Jetta</b>	<b>3VWC57BUXMM079250</b>	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
<b>1.90 %</b>	<b>\$ 1301.51</b>	<b>\$ 26107.09</b>	<b>\$ 27408.60</b>	<b>\$ 27408.60</b>

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**Your Payment Schedule Will Be:** (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
<b>60</b>	<b>\$ 456.81</b>	<b>MONTHLY beginning 11/26/2021</b>
<b>N/A</b>	<b>\$ N/A</b>	<b>N/A</b>
<b>N/A</b>		

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.

**Prepayment.** If you pay early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information.** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**Returned Payment Charge:** If any check you give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

**WARRANTIES SELLER DISCLAIMS**

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Any implied warranties arising from a written warranty or service contract are limited to the duration of such written warranty or service contract.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

**VSI AND OPTIONAL INSURANCE**

Choice of Insurer. If vendor's single interest insurance is required (as indicated below), or if you desire optional insurance, such as credit life insurance or credit disability insurance, you have the right to use alternative coverage or to buy insurance elsewhere from the agent or insurer of your choice. You may also buy required physical damage insurance from the agent or insurer of your choice. Your choice of agent or insurer will not affect our decision to extend credit or your credit terms.

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See above for more information.



## ITEMIZATION OF AMOUNT FINANCED

Document

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1 Cash Price (including \$ 1034.97 sales tax) \$ 25174.97 (1)

2 Total Downpayment =

Trade-In N/A N/A

(Year) (Make) (Model)

Gross Trade-In Allowance \$ N/A

Less Pay Off Made By Seller to N/A \$ N/A

Equals Net Trade In \$ N/A

+ Cash \$ N/A

+ Other N/A \$ N/A

+ Other N/A \$ N/A

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see 4I below)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 0.00 (2)

4 Other Charges Including Amounts Paid to Others on Your Behalf \$ 25174.97 (3)

(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance

Paid to Insurance Company or Companies.

Life \$ N/A

Disability \$ N/A

B Vendor's Single Interest Insurance Paid to Insurance Company(ies) \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A

D Optional Gap Contract \$ N/A

E Official Fees Paid to Government Agencies

1) to N/A for N/A \$ N/A

2) to STATE OF VA for VA BUS TAX \$ 47.38

3) to N/A for N/A \$ N/A

F Government Taxes Not Included in Cash Price \$ N/A

G Government License and/or Registration Fees

License Fee 47.75 Elec Filing Fee 19.99

Temp Tag Fee 3.00 \$ 70.74

H Government Certificate of Title Fees \$ 15.00

I Other Charges (Seller must identify who is paid and describe purpose.)

1) to N/A for Prior Credit or Lease Balance \$ 0.00

2) to N/A for N/A \$ N/A

3) to N/A for N/A \$ N/A

4) to N/A for N/A \$ N/A

5) to N/A for N/A \$ N/A

6) to D/B/A: BROWN'S VOLKS for Processing Fee \$ 799.00

7) to N/A for N/A \$ N/A

8) to N/A for N/A \$ N/A

9) to N/A for N/A \$ N/A

10) to N/A for N/A \$ N/A

11) to N/A for N/A \$ N/A

12) to N/A for N/A \$ N/A

13) to N/A for N/A \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 932.12 (4)

5 Amount Financed (3 + 4) \$ 26107.09 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Virginia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked on page 1 of the contract.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

## Check the insurance you want and sign below:

## Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

## Other Optional Insurance

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.

I want the insurance checked above.

X N/A N/A

Buyer Signature Date

X N/A N/A

Co-Buyer Signature Date

**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.**

**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure the Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose as the law allows.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Your right to refinance a balloon payment.** A balloon payment is any payment other than a down payment that is more than 10% greater than the regular or recurring installment payments. If you use the vehicle primarily for consumer purposes, you have the right to refinance a balloon payment over an extended period with additional payments. The additional periodic payments will not be more than 10% greater than the regularly scheduled installment payments.

**2. YOUR OTHER PROMISES TO US**

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.**  
You give us a security interest in:
- The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
- This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. You agree to name us on your insurance policy as an additional insured and as loss payee. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract or, at our option, the

highest rate the law permits.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
- You pay any payment (plus any late charges) more than 10 days late or not at all;
  - You give us false, incomplete, or misleading information during credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as the law allows. You will also pay any collection costs we incur as the law allows.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device (such as GPS), you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- g. **What we may do about optional insurance, maintenance, service or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.



4. **Used Car Buyers Guide.** The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

**Spanish Translation:** Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. **SERVICING AND COLLECTION CONTACTS**

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

6. **APPLICABLE LAW**

Federal law and the law of the state of Virginia apply to this contract.

**Electronic Contracting and Signature Acknowledgment.**

You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

**ARBITRATION PROVISION**

**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. **EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
2. **IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
3. **DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association ([www.adr.org](http://www.adr.org)) or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on page 4 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X

Co-Buyer Signs X

N/A

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.

Buyer Signs X

Co-Buyer Signs X

N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**See the rest of this contract for other important agreements.**

**NO LIABILITY INSURANCE INCLUDED**

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read both sides of this contract, including the arbitration provision on page 4 of this contract, before signing below. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs X

Date 10/12/2021

Co-Buyer Signs X

N/A

Date N/A

Buyer Printed Name PHILIP BROCKMAN HAGER

Co-Buyer Printed Name N/A

If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A

Title N/A

**Co-Buyers and Other Owners —** A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A

Address

N/A

Seller signs D/B/A: BROWN'S VOLKSWAGEN

Date 10/12/2021

By X

E-SIGNED by JOHN STEPHENS

Title F&amp;I MGR



COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MOTOR VEHICLES

**CERTIFICATE OF TITLE FOR A VEHICLE**

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON. IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

VEHICLE IDENTIFICATION NO.		YEAR		MAKE		VEHICLE BODY		TITLE NO.	
3VWC57BUXMM079250		2021		VOLKSWAGEN		4D SDN		1910008533	
EMPTY WGT.	GROSS WGT.	GVWR	GCWR	AXLES	FUEL	SALES TAX PAID	ODOMETER	DATE ISSUED	
2897				2	GAS	1034.97	*000011*	01/30/25	
							ODOMETER BRAND	PRIOR TITLE NO.	
							ACTUAL		

Lienholder name(s) and address(es):  
VW CREDIT INC  
1401 FRANKLIN BLVD  
LIBERTYVILLE IL 60048

LIEN RELEASE	INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED	
	By _____	DATE _____

Name(s) and address(es) of vehicle owners:  
HAGER, PHILIP BROCKMAN  
583 HAZEL PL UNIT A  
RICHMOND VA 23233-7546



ASSIGNMENT OF TITLE BY OWNER NOTIFY DMV WHEN VEHICLE IS SOLD	Federal and State law requires that you state the mileage in connection with the transfer of ownership. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)):		
	Buyer(s) Name _____		
	City, State, Zip _____		
	Street _____		
	I certify to the best of my knowledge that the odometer reading is: <input type="checkbox"/> ACTUAL Mileage <input type="checkbox"/> NOT ACTUAL Mileage (odometer discrepancy) <input type="checkbox"/> IN EXCESS of Mechanical Limits <input type="checkbox"/> Vehicle was exempt from disclosure in prior state of title (applicant must present out-of-state title showing exemption)		
	DATE OF SALE _____		
	SALE PRICE _____		
	ODOMETER READING (No Tenths) _____		
Signature of Seller(s) _____ Printed Name of Seller(s) _____			
Signature of Buyer(s) _____ Printed Name of Buyer(s) _____			
I am aware of the above odometer certification made by the Seller(s)			
I am aware of the above odometer certification made by the Buyer(s)			
Seller warrants this certificate of title except that at the time of transfer it may be subject to lien. See section F.			
Dealer's No. _____ Licensing Jurisdiction _____			

LIBERTYVILLE IL 60048  
1401 FRANKLIN BLVD  
C/O VW Credit Inc  
VW CREDIT INC

**J.D. POWER****B**

11/4/2025

**J.D. POWER Used Cars/Trucks****National Bankruptcy Services, LLC**14841 Dallas Parkway, Suite 300  
Dallas, TX 75254  
972-643-6612  
Joshua.Priddy@NBSDefaultServices.com**Vehicle Information**

**Vehicle:** 2021 Volkswagen Jetta Sedan 4D S 1.4L  
14 Turbo Auto  
**Region:** Eastern  
**Period:** November 4, 2025  
**VIN:** 3VWC57BUXMM079250  
**Mileage:** 67,500  
**Base MSRP:** \$19,795  
**Typically Equipped MSRP:** \$21,290  
**Weight:** 2,888

**J.D. POWER Used Cars/Trucks Values**

	Base	Mileage Adj.	Option Adj.	Adjusted Value
<b>Monthly Used</b>				
Rough Trade-In	\$10,225	N/A	N/A	<b>\$10,225</b>
Average Trade-In	\$11,450	N/A	N/A	<b>\$11,450</b>
Clean Trade-In	\$12,425	N/A	N/A	<b>\$12,425</b>
Clean Loan	\$11,200	N/A	N/A	<b>\$11,200</b>
Clean Retail	\$15,550	N/A	N/A	<b>\$15,550</b>
<b>Weekly Auction</b>				
Low	\$8,525	N/A	N/A	<b>\$8,525</b>
Average	\$11,425	N/A	N/A	<b>\$11,425</b>
High	\$14,350	N/A	N/A	<b>\$14,350</b>
<b>Weekly Used</b>				
Rough Trade-In	\$10,225	N/A	N/A	<b>\$10,225</b>
Average Trade-In	\$11,425	N/A	N/A	<b>\$11,425</b>
Clean Trade-In	\$12,400	N/A	N/A	<b>\$12,400</b>
Clean Loan	\$11,175	N/A	N/A	<b>\$11,175</b>

J.D. POWER

11/4/2025

J.D. POWER Used Cars/Trucks

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	\$15,525	N/A	N/A	<b>\$15,525</b>

\*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.